

FY 2015

REVISED CONSOLIDATED PERSONNEL BY-LAW

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REVISED CONSOLIDATED PERSONNEL BY-LAW

EFFECTIVE DATE - JULY 1, 2014

PREAMBLE

The Town of Foxborough provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws. Foxborough complies with applicable state and local laws governing non-discrimination in employment in every location in which it has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

The Town of Foxborough expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Foxborough's employees to perform their expected job duties is absolutely not tolerated.

ARTICLE I **APPLICATION AND DEFINITIONS**

Application: By authority of Section 21B of Chapter 40 and Sections 108A and 108C of Chapter 41 of the General Laws, the Town of Foxborough adopts the terms and conditions set forth below as its Consolidated Personnel By-Law which shall apply to all employees of the Town, except those under the jurisdiction of the School Committee or covered by collective bargaining agreements with the Town.

Definitions: As used in the By-Law, the following terms shall have the meaning indicated:

1. **Employee** - Any person who is paid by the Town for services rendered to the Town, excluding elected officials, independent contractors and persons under the direction of the School Committee.
2. **Regular Full-time Employee** - Any employee who is employed no less than the maximum number of hours per day, according to the "Hours Worked Code" in Article III Table I, five days per week, 52 weeks per year for the department or position in which that person is employed.
3. **Regular Part-time Employee** - Any employee who works at least 20 (Town appropriated and budgeted) hours or more each week for 52 weeks per year, but less than a normal work week for the department or position in which that person is employed.

4. Part-time Employee – Any employee who works or averages no more than 19 hours per week for 52 weeks per year.
5. Seasonal Part-time Employee – Any employee whose duration of employment with the Town is of a seasonal nature, or a specified limited amount of time, but less than that of a part-time employee.
6. Average Daily Hours – The number of hours budgeted and worked in a week, divided by 5 days, and used to determine employee benefits, i.e. vacation days, sick days, personal days and holidays.
7. Continuous Service - Length of employment with the Town of Foxborough of a full-time or regular part-time employee, uninterrupted except for authorized military leave, vacation leave, sick leave, court leave, maternity/adoption leave, or any other authorized leave of absence, if applicable, and covered in the terms of this contract.
8. Fiscal Year - Shall be from July 1 to the following June 30, both dates inclusive. Pay periods in any fiscal year shall be determined by the number of Saturdays in that year.
9. Dates
 - A. Date of Hire – Date initially hired by the Town in any capacity.
 - B. Anniversary Date – Shall mean the date which is one full year after the date of initial appointment to a currently held position.
 1. Step Rate Promotion Date – Shall mean the anniversary date after having served 52 weeks of service at that grade and step.
 2. Promotion Date - New anniversary date of grade change.
10. Duty Weekend - Assignment of weekend and holiday coverage in the Water Department in accordance with established work and compensation policy provisions enacted by the Water Commissioners. Policy is on file in the Treasurer and the Accountant offices.
11. Probationary Period - Shall mean the first six months of continuous employment in a job classification.
12. Job Classification - A particular job title within the Wage and Salary Schedule, Article III Table I.
13. Promotion – Shall mean change from lower job grade to a higher job grade.

14. Salaried Employee – Those exempted from specified hours of employment on a daily or weekly basis, but must work at least 40 hours per week.
15. Step Rate Increase – Shall mean advancement in the same job grade from one rate to the next.
16. Seniority - Seniority shall begin upon the original date of employment and shall be computed according to the provisions of Article I, Definition 7: Continuous Service.
17. Recruitment Rate - All new employees will be hired at Step 1 of the appropriate Job Group. Hiring a new employee above Step 1 will be subject to the approval of the Personnel Wage Board.
18. Sick Leave - Any time during which an employee is absent from work due to illness and for which the employee is entitled to receive pay through the use of accumulated sick leave credits.
19. Absence - Any time an employee is not at work, when the employee is scheduled for work.
20. Absence with Pay - Time spent on approved vacation leave, sick leave, personal leave or holidays.
21. Absence without Pay - Includes any absences which may not appropriately be charged to any creditable time, such as vacation leave, personal leave, sick leave or holidays.
22. Authorized Leave of Absence Without Pay
 - a. Ten days or less may be authorized by the department head for good and sufficient reason.
 - b. More than ten days with prior approval of both the department head and the Personnel Wage Board. The request shall contain specific reasons or circumstances and if for medical reasons, be accompanied by a doctor's certificate. The Board may approve or deny the request and the employee shall be notified within one week.
23. Unauthorized Absence - Any absence without pay for which no authorization has been given. Any employee absent for 20 working days under this section shall be dropped from the payroll as abandonment of his/her position.
24. Appointing Authority - Shall mean any person(s), Board or Committee, including the Town Manager and Department Head, who has the right to hire and fire.

25. Disciplinary Action - Disciplinary Action is an action taken against any employee for violations of the Personnel By-Law and/or failure to perform the duties of the position to which they are assigned.
26. Attendance Record - Department Managers (or their designees) will track attendance for all employees. For assistance in tracking, Attendance Calendars can be obtained in the Finance Department, or other comparable form can be used. A Department Manager (or designee) will then enter this information on to the Payroll Transmittal Cards. This procedure will apply each time a request is made for time off. Copies of the Attendance Calendars will be forwarded to the Finance Department at the end of each month.
- Prior to June 30th, the Department Manager will review the Attendance Calendar with the employee. Both Manager and employee will verify and sign that all information is accurate.
- Sick, personal and vacation leave will be taken in no less than half-hour increments.
27. Personnel Administrator - The Town Manager or Town Manager's designee shall serve as the Personnel Administrator. He shall furnish personnel services to Town Departments; advise Town officials on personnel policy, practices and problems; maintain liaison with State Department of Personnel Administration; see that employees' interests and rights are protected and recommend changes in municipal policy, practices, rules and regulations affecting the personnel program.
28. Safety Committee - There shall be a safety committee comprised of three Town Hall employees. The committee shall meet on a regular basis in order to review, identify and report to either their department head or the Town Manager any unsafe areas, conditions and/or safety problems.
29. Employee Benefits – Any benefits that a Regular Full-time Employee or Regular Part-time Employee are entitled to, as detailed in Article II of the by-laws.
30. Immediate Family – A spouse, child, legal ward, parent, sister or brother, grandparent, grandchild, a member of the immediate household, or spouse's immediate family.

ARTICLE II

EMPLOYEE BENEFITS

- A. Application – Based on hours budgeted in the Town appropriations and average daily hours
1. Regular Full-time Employees – Eligible for all employee benefits.
 2. Regular Part-time Employees – Eligible for all employee benefits based on average daily hours.

3. Part-time Employees – Not eligible for employee benefits.
4. Seasonal Part-time employees – Not eligible for employee benefits.

B. Vacation Leave:

Years of Completed Service	Vacation Days	Years of Completed Service	Vacation Days
1	10	9	19
2	10	10	20
3	10	12	21
4	10	14	22
5	15	16	23
6	16	18	24
7	17	20 and more	25
8	18		

Vacation days are awarded to all benefited employees on July 1st of each year, and the number of vacation days granted on July 1st is based on the number of previously completed years of continuous benefited employment. After the completion of five (5) years, additional vacation days will be granted on the employee's anniversary date according to the chart above.

A new benefited employee will begin accruing vacation time during the first month of employment at a rate of 0.83 vacation days per month. On the first anniversary of benefited employment, an employee will be awarded ten (10) vacation days based on 0.83 vacation days earned per month times 12 months.

After the initial six (6) months of continuous employment, a newly benefited employee may choose to be advanced up to five (5) vacation days before his/her first anniversary date. If employment is terminated for any reason before the employee's first anniversary date as a benefited employee, an employee that has been advanced up to five (5) days of vacation time must reimburse the Town for the advanced vacation time.

After the employee has earned his/her ten (10) vacation days on his/her first anniversary date as a benefited employee, the employee will continue to accrue vacation days at a rate of 0.83 days per month through the next June 30 (the last day of the fiscal year). On July 1, the employee will then be awarded additional vacation days based on the number of months worked following his/her first anniversary date.

Employees leaving Town service will receive a prorated vacation accrual based on successfully completed months of work during the fiscal year of termination. The calculation will be determined in advance by the Finance Director and approved by the Town Manager.

The choice of vacations shall be on the basis of seniority in the department and approved by the Department Head.

Department heads shall post the vacation grants annually.

There shall be no monetary payment for vacations not taken.

Effective July 1, 1993, employees shall be allowed to carry over up to two (2) weeks of vacation time into the next fiscal year. This vacation carryover must be used within the fiscal year that it is carried forward to.

A "vacation day" is based on an employee's average daily hours.

C. Personal Leave:

1. On each July 1, regular full-time and regular part-time employees on the payroll who have completed their probationary period as of that date, will be credited annually with four (4) paid personal days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her supervisor. Employees hired after July 1 of each year and who have completed their probationary period, will be credited with personal days in accordance with the following schedule. No personal leave can be taken during the six (6) month probationary period.

<u>Date of Hire</u>	<u>Personal Days Credited</u>
July 1 - September 30	4 paid days
October 1 - December 31	2 paid days
After December 31	0 paid days

2. These are not accumulative, nor can any monetary value be placed upon days not taken.
3. Personal leave for a regular part-time employee will be based on average daily hours.
4. A supervisor may not question the reason for personal leave and a supervisor may deny a request for personal leave only due to scheduling problems.
5. Nothing in this section shall be construed as giving more than four (4) personal days to any employee in one (1) fiscal year.

D. Town Observed Holidays:

1. Each regular full-time and regular part-time employee will be entitled to eleven (11) paid holidays per year. If the holiday falls on a Saturday, it will be observed on Friday, and if it falls on Sunday, it will be observed on Monday. The designated holidays are:

Independence Day	(July)	New Year's Day	(January)
Labor Day	(September)	Martin Luther King Day	(January)
Columbus Day	(October)	Presidents' Day	(February)
Veterans' Day	(November)	Patriots' Day	(April)
Thanksgiving Day	(November)	Memorial Day	(May)
Christmas	(December)		

The day after Thanksgiving will be granted as a day off after the holiday. It is not a substitution for any other holiday and it is being granted as additional time off.

Each regular part-time employee shall be entitled to the same holidays based on average daily hours.

2. a. When any of the eleven (11) holidays fall on an employee's regularly scheduled day off and the employee's services are required, the employee will receive additional compensation at a rate of one (1) time their straight hourly earnings for each hour or portion thereof worked on the scheduled holiday.

or

-
- b. Compensatory time of equal value may be elected by the employee with approval of the appointing authority. This time off shall be equal to the number of hours worked and will be forfeited if not used within sixty (60) calendar days of the holiday.
3. When any of the eleven (11) holidays fall on an employee's regularly scheduled day off, compensatory time off will be given. This compensatory time off must be used within sixty (60) calendar days of the holiday.
4. Any regular full-time or regular part-time employee on a normal work schedule whose services are required and who works on any unscheduled holiday, so designated by an Act of the Legislature as a statewide holiday, will receive additional compensation at the rate of one (1) time their straight time hourly earnings for each hour or portion thereof worked on the unscheduled holiday.
5. An Act of the General Court establishing any day or days designated as a state holiday shall be granted to all employees covered by this By-Law unless local acceptance by Town Meeting is required.

6. When any of the eleven (11) holidays fall within a sick leave period, it shall be granted as a holiday, and no charge be made to the employee's sick leave credits.

E. Longevity Pay:

1. Longevity pay shall be payable each year to all regular full-time and regular part-time employees based on average daily hours and whose service as a benefited employee has been uninterrupted as follows:

After Completion of:

5	years	\$300	16	years	\$800
6	"	325	17	"	800
7	"	375	18	"	800
8	"	400	19	"	1000
9	"	450	20	"	1000
10	"	500	21	"	1000
11	"	550	22	"	1000
12	"	600	23	"	1000
13	"	650	24 years & after		1200
14	"	700			
15	"	800			

2. Payment shall be made the first pay period following the anniversary of initial employment as outlined under Section G. The payment shall be subject to a retirement deduction provided by M.G.L. 32B, and, for the purpose of retirement allowance provided by said statute, shall be considered as salary or wages.
3. An employee must be employed by the Town at the date of payment and service must be uninterrupted.

F. Insurance:

The prevailing life and health insurance program shall be available to regular full-time and regular part-time employees in accordance with existing contracts.

The Town will make available to employees access to dental insurance benefits under conditions determined by the Town, and at no cost to the Town, and to discontinue doing so at any time. This shall include without limitations making payroll deductions from any subscribing employee.

G. Sick Leave

1. After the completion of a six (6) month probation period, an employee shall be granted twelve (12) sick days based on average daily hours for the previous six (6) months of service.
2. After completion of a six (6) month probation period, sick leave shall be granted at two (2) sick days per month ☐based on average daily hours for each full month of employment, and shall be accumulative to 264 days.
3. Regular employees who have completed at least one (1) year (52 weeks) of employment and have exhausted their sick leave due to an extended illness shall be advanced five (5) days sick leave, two (2) weeks after their return to work.

The Appointing Authority, the Department Head and/or Town Manager may require a physician's certificate covering the period of absence from work due to illness.

After one (1) year of service an employee may be granted ten (10) days per year based on average daily hours for illness in the immediate family or for an employee's wellness / dental appointments. This shall be deducted from the employee's sick leave credits.

H. Family & Medical Leave:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

1.) Twelve workweeks of leave in a 12-month period for;

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty," or

2.) Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Employees must provide 30 days advance notice when the leave is foreseeable. The Town will require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Town's expense) and a fitness for duty report, to return to work.

At the beginning of the Family and Medical Leave, certain types of paid leave (i.e. sick, vacation or personal) may be substituted for unpaid leave.

Upon return from family and medical leave to employment, prior to or upon the expiration of the twelve (12) week period, the employee will be restored to his/her previous position or equivalent position with the same status, pay and length of service credits as at the time of said employee's leaving.

I. Sick Leave in Addition to Workers' Compensation:

1. Any employee covered by this By-Law who is incapacitated by reason of an injury sustained in the course of and arising out of employment by the Town shall be compensated by the Town for the difference between their normal work week's compensation and the weekly indemnity of the Workers' Compensation Act, beginning with the first day of the incapacity.
2. All medical bills incurred as a result of such injury shall be subject to the compensation rates. Return to work shall be based on written opinion of a physician.

J. Sick Bank

1. A Sick Bank shall be available for use by eligible employees covered by this agreement who have exhausted their own paid sick leave. The bank shall be maintained at the minimum of one (1) day of average daily hours per employee after the first year of employment. The initial grant of sick leave by the Sick Bank to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Bank Committee upon demonstration of need by the applicant with a certificate from a doctor.
2. The Sick Bank shall be administered by a Sick Bank Committee consisting of five (5) members: three (3) members shall be from the employees (selected by the employees), one (1) from the Personnel Wage Board, and one (1) the Town Manager. This Sick Bank Committee shall determine the eligibility for the use of the bank and the amount of leave granted.
3. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:

- a. Adequate medical evidence of serious illness from a doctor;
- b. Prior utilization of all eligible sick leave;
- c. Length of service in Foxborough employment;
- d. No one case sets a precedent for decision of subsequent cases.

Employees who have accumulated the maximum number of sick days may donate the remainder of their unused sick leave for that year to the sick bank.

Should the bank reach a maximum of 150 days or more, there will be no days taken from the following year's sick leave.

K. Sick Leave Buy Back:

Employees who are eligible to retire from the Town of Foxborough after continuous employment shall be paid a percentage of the value of their unused sick leave, not to exceed 264 days, at the time of retirement, as follows:

10 years - 15%
15 years - 20%
20 years - 25%

It is to be understood that the payment of any amount under this rule will not change the employee's pension benefit.

Any employee whose service with the Town is involuntarily terminated, shall not be entitled to any unused sick leave compensation.

L. Bereavement:

A leave with pay up to a maximum of three (3) working days, calculated at straight time hourly earnings, shall be granted by the department head upon request by the employee in the case of death in an employee's immediate family: i.e., spouse, child, legal ward, parent, sister or brother, grandparent, grandchild, a member of the immediate household, or spouse's immediate family. Use of up to an additional three (3) days of accrued time may be granted by the department head upon request by the employee.

M. Court Leave:

Any regular full-time or regular part-time employee called for jury duty shall be paid the difference between their regular pay, as calculated herein, and the compensation received by them as a juror, exclusive of travel allowances. Any employee summonsed as a witness on behalf of the Town shall receive full pay and shall return to the Town Treasurer any amounts given for witness fees, exclusive of travel allowance.

N. Military Leave:

1. Any regular full-time employee who is a member of any United States Reserve Unit, or any component of the United States Reserves, shall be paid the difference between their regular pay, calculated at straight time hourly earnings times normal work week hours, and their service pay for training or emergency duty, not to exceed seventeen (17) days in any one (1) year. Proof of service shall be submitted to the appropriate authority. A copy of orders must be on file with the appropriate department head.
2. Any regular full-time employee who is drafted or who enlists in the Armed Services during any wartime emergency shall be granted military leave. Within sixty (60) days of release, they shall be reinstated, if they so desire, to the same or a comparable position. They shall be given the benefits of all increased rates of pay and vacation status as if their services had been continuous.

O. Education Reimbursement:

The Town agrees to appropriate the necessary funds for job related training and education courses. Any employees attending a course of study relating to his/her work will be reimbursed by the Town for the tuition charges provided the employee obtains a minimum C grade. The employee must notify his/her department head in writing on or before December 1st preceding the fiscal year in which the courses will be taken. All courses/training must be approved by the department head in order to obtain course reimbursement.

P. Weekend Duty:

Starting November 15th through April 1st, Supervisory Personnel shall be available for weekend duty for snow and ice control. Compensation shall be \$60.00 per day, including Holidays. A rotating roster of qualified employees shall be maintained by the Highway Superintendent.

Q. Tool Allowance:

The Equipment Maintenance Supervisor shall receive a tool allowance of \$450.00 per year. This allowance shall be paid on July 1st of each year.

R. Work/Safety Shoes Allowance:

The Town shall reimburse the Highway Superintendent, Water/Sewer Superintendent, Equipment Maintenance Supervisor, Assistant Highway Superintendent, Assistant Water & Sewer Superintendent and Water/Sewer Working Supervisor for two (2) pairs of work or safety shoes per year upon submittal of a purchase receipt, signed by the Superintendent. The reimbursement shall be a maximum of \$300.00 per fiscal year for the purchase of work and/or safety shoes.

S. Public Safety Emergency Service Dispatchers:

1. Nightshift Differential

Civilian Dispatchers assigned to Public Safety shall receive a shift differential for the following shifts:

4:00 P.M. to Midnight	\$2.50 per/shift
Midnight to 8:00 A.M	3.00 per/shift

2. Overtime

Any hours or portions thereof worked beyond 8 hours per day or 40 hours per week shall be paid at time and one half the employees' base pay.

3. Schedule

Due to the nature of public safety employment, Public Safety Dispatchers may be assigned to work weekends and nights and Town observed holidays, as part of their normal schedules. Dispatch staff will be assigned various tours of duty to match the safety needs of the community.

If an employee's regularly scheduled workday falls on a Town observed holiday, the employee will have the option to receive additional compensation at the rate of one time (1X) their straight hourly earnings based on average daily hours, or a scheduled day off. Please refer to Section D, paragraphs 2a and 2b.

4. Clothing Uniform Allowance

Each Public Safety Dispatcher will receive a uniform allowance for the initial issue of uniforms and uniform replacement. The clothing allowance is \$300 per year, and the allowance fund will be held by the Town. Uniforms are to be kept clean and serviceable.

T. Substance Abuse Policy:

The Town of Foxborough is committed to protecting the health, safety and welfare of its employees by providing a work environment that is free of substance abuse. The Town intends to preserve its professional standards of excellence and will not allow substance abuse to impede our ability to provide our citizens with quality municipal services.

Accordingly, the Town has developed the following guidelines on controlled and illegal substances. These guidelines are designed to ensure our workplace is safe and productive. They articulate the Town's position that substance abuse will not be tolerated. The guidelines also reflect our concern for employees who have a

substance abuse problem and encourage those individuals to seek counseling and treatment.

The Town emphasizes its commitment to the welfare of its employees and citizens and to a quality work environment that is free of substance abuse.

Treatment and Assistance

The Town supports its employees in seeking professional help and treatment of substance abuse problems which may affect their personal lives or job performance. To that end, the Town's sick leave program is available to any Town employee pursuing treatment of a substance abuse problem through their medical doctor or a treatment facility specializing in substance abuse problems.

An employee's job will not be jeopardized for seeking help for substance abuse problems. However, such participation by itself does not protect an employee from appropriate disciplinary action should there be a breach of the conditions of employment, a violation of general Town of Foxborough By-Laws, policies and procedures or should job performance fall below an acceptable level.

Substances Addressed

The following are definitions of substances that are subject to the Guidelines (The definitions are supplied for informational purposes only and are not meant to be all-inclusive):

1. Alcohol

Includes alcoholic beverages such as: beer, wine, liquor cordials, etc.

2. Controlled/Illegal Substances

Includes all forms of drugs and chemicals such as: stimulants, narcotics, depressants, hallucinogens and other substances prohibited or restricted by law. Such items include but are not limited to: tranquilizers, heroin, crack, marijuana, LSD, cocaine, etc. Controlled/illegal substances also pertain to any prescription drugs or chemicals not used for their appropriately prescribed use or purpose. (Medically prescribed drugs used in prescribed manner do not fall under the definition of controlled/illegal substances).

Prohibited Activities

The following activities are prohibited for all Town of Foxborough employees:

1. The consumption of alcohol on any of the Town's office or work premises, whether or not the consumption takes place during regular business hours.

This does not apply to appropriate use at Town-sponsored functions, events or meals.

2. Possession on Town office or work premises of any alcohol container that is not in its original manufacturer's container with unbroken seals (except for Town-sponsored events as noted above).
3. The possession, use, sale, purchase, transfer, transportation or distribution of controlled/illegal substances on the Town's office or work premises or while engaged on Town business away from the Town's office or work premises.
4. Consumption of alcohol, use of controlled/illegal substances, or being under the influence of such, while on duty or immediately prior to reporting for duty to the extent that they tend to interfere with an employee's job performance, cause the employee to be a potential safety risk to himself or herself, the public, or the employee's co-workers or unnecessarily risks damage to Town property.

Disciplinary Action and Possible Consequence

Employees are subject to disciplinary action, which may include termination, if they:

1. Engage in any of the prohibited activities described above, or
2. Engage in such prohibited activities which result in, or cause, actually or potentially adverse publicity affecting the Town's practice, reputation or its ability to serve the public.

Reporting Procedures

A. Procedures

Procedures for reporting substance abuse problems should balance the Town's intolerance for substance abuse with the privacy, trust and concern of employees. To this end, the following guidelines are intended to be a framework for dealing with substance abuse problems:

1. Any employee who has a reasonable suspicion or who observes prohibited substance abuse actions by a co-worker, subordinate or superior should bring the matter to the Personnel Administrator of the Town or department manager, who will bring the matter to the attention of the Personnel Administrator. In no event should these matters be discussed with any other employee.
2. Any suspicion or confirmation of substance abuse is a sensitive matter and is to be handled in a confidential, reasonable and professional manner by the parties concerned. Any employee who violates the confidential nature of such information by discussing these matters with anyone other than the individuals

in paragraph A.1 above may themselves be subject to disciplinary action which may include termination.

B. Searches and Testing

To protect the health, safety and welfare of its employees, the Town reserves the right to require any employee to submit to a search of their personal property and/or testing when reasonable suspicion exists as to the possession and/or consumption of controlled or illegal substances as described under Prohibited Activities. The Town reserves the right to search all areas of Town office property, as well as employees' personal property brought onto Town office property, including but not limited to offices, files, briefcases, desks, (lockers,) etc. All searches and tests will be conducted only by personnel with the express authorization of a department manager. No exceptions will be made.

Furthermore, the Town reserves the right to require a suspected employee to submit to chemical and/or medical tests administered by a qualified physician or laboratory of the Town's choice or to submit to a breathalyzer test administered by a qualified breathalyzer operator. If this test result is positive, the employee may be requested to undergo more precise tests. An employee's failure to comply with the Town's request for a search and/or test is grounds for disciplinary action which may include dismissal.

U. Certification Incentive:

All permanent full-time employees who have completed the necessary courses of study and training and have been awarded and received certification(s) in their respective field by their state, national or international association shall receive as incentive pay from the Town of Foxborough, in addition to their regular compensation paid for services in such position, the amount as identified below. If the employee is eligible, the Certification Incentive shall be paid in the first pay week of December and will not be eligible for a prorated payment upon termination of employment.

In order to maintain the additional annual incentive payment, the employee shall continue to maintain their certification(s) and/or pursue additional certifications as is traditional for such position. Part-time employees receiving the same training and certification, and if relevant to their position, shall be entitled to a pro rata share of the stipend. This stipend shall not be available to any employee for whom the training and certification is a requirement of their employment with the Town. Employees who currently receive additional compensation for this training, either through contract provisions, other by-law provisions, state law or town manager approval, shall not be entitled to this stipend.

One Thousand (\$1,000) Dollars (This designation is limited to the department head):

Director Certification (Council on Aging);

Certified Mass Municipal Clerk (CMMC) (Town Clerk);

Certified Government Accountant (CGA) (Finance Department);

Certified Municipal Assessor (CMA) (Board of Assessors);
American Institute of Certified Planners (AICP) (Planning Department);
Mass. Licensed Professional Engineer (DPW Superintendent).

Five Hundred (\$500) Dollars:

Program Manager (Council on Aging);
Certified Municipal Clerk (CMC) (Town Clerk);
Certified Mass Municipal Treasurer (CMMT) (Treasurer's Office);
Certified Mass Municipal Collector (CMMC) (Collector's Office);
Certified Government Accountant* (CGA) (Finance Department);
Certified Municipal Assessor* (CMA) (Board of Assessors);
Advanced Training Certification (Conservation Department);
Registered Sanitarian (Board of Health);
Drinking Water License – Treatment (T2) (Dept. of Public Works)
Mass Veterans Service Officer Certification** (Veterans Office).

Two Hundred Fifty (\$250) Dollars:

Certified Mass Municipal Assistant Treasurer (CMMAT) (Treasurer's Office);
Certified Mass Municipal Assistant Collector (CMMAC) (Collector's Office).

This provision shall not affect any other additional compensation provided to town employees through any other means including, but not limited to, contract provisions, other by-law provisions, state law or any other entitlements. The additional compensation outlined above shall be limited to be paid for one designation per office with the exception of the Treasurer and Collector certifications which can be combined and shall be limited to two designations per office, as well as the exceptions noted below.

*These certifications are distinguished from the certification awarded to the department head and are meant for the second certification held in that office.

** This certification is in the planning stage and will not qualify for compensation until it actually has been established by the Mass Veterans Office.

ARTICLE III **COMPENSATION**

- A. Application: The following compensation provisions and wage schedules apply to all Town employees as defined in Article 1.
- B. Rates: Compensation rates are tabulated in Tables II, IIA and IIB according to the groupings established in Table I. Table III is for Recreation and Waterfront positions. Table IV is for matrons, Table V is for Part-time Inspectors and Table VI is for Assistant Inspectors.

C. Provisions:

1. Normal Work Week:

See Table I, Wage and Salary Groups.

<u>Area</u>	<u>Normal Work Week Hours</u>	<u>Normal Work Day Hours</u>	<u>Work Week Starts</u>
Clerical Service	35	7	Saturday midnight
All Other	40	8	Saturday midnight

2. Regular Hourly Pay:

That compensation paid an employee for each hour worked during a normal work week. In those instances in which the hourly earnings are not specified in the Wage and Salary Plan, the straight time hourly earnings are to be calculated by dividing the weekly rate by the normal work week hours. For salaried positions, straight time hourly earnings are to be calculated by dividing the weekly compensation as listed in the Weekly Wage and Salary Plan by the normal work week hours of that area in which the employee works.

3. Overtime:

- a. Any hours, or portions thereof, worked by an employee, in the service of the Town, over and above the total hours for the normal workday and normal work week, defined in Number 1, Section C, under Provisions. For purposes of calculating overtime, holiday pay and vacation pay shall be considered as hours worked.
- b. Overtime pay shall be compensated to all employees, at one and one half (1 1/2) times straight hourly earnings with the exception of salaried personnel who are covered under Paragraph 7 of this section.
- c. Overtime pay shall be granted to all employees covered by this By-Law at two (2) times hourly earnings for services rendered on Sundays and Town observed holidays.
- d. Overtime pay for unscheduled holidays shall be granted as provided under Paragraph 4, Section D of Article II.
- e. Any Highway or Water/Sewer Department non-salaried personnel working during a snow and ice emergency in excess of sixteen (16) hours, shall be compensated at two (2) times the straight time hourly rate for hours worked in excess of sixteen (16) hours.

- f. When regular full-time employees are requested to work after completing their normal day's work and work less than one (1) hour, they shall be paid no less than one (1) hour at time and one half.

4. Wage and Salary Increases:

Cost of Living Adjustment (COLA) – The Town of Foxborough is always aware of the increases in the cost of living for its employees. If a COLA can be budgeted and appropriated at Town Meeting for each fiscal year, all personnel under these by-laws will be eligible.

Step increases in salary and wages as shown on the schedules shall be granted annually if recommended by the Department Head and/or Town Manager and shall be granted on the anniversary date of appointment, last step increase or promotion.

After an initial appointment is made, full-time and regular part-time employees must serve one year (52 weeks) before being advanced to the next step in the salary schedule, if recommended.

Step increases are not automatic. If, in the opinion of the appointing authority, an employee's performance does not merit advancement, a raise may be delayed. If an increase is so delayed, an employee must be notified prior to the advancement date. It shall be reviewed at the end of the next three (3) months. This process may be continued every three (3) months for one (1) year. If employment is continued, an increase shall be granted at the end of the year unless favorably acted upon before the year has expired.

In each case where an increase has been delayed, an employee may appeal for a review to the Personnel Wage Board. The Board shall examine the employee's record, discuss work performance with the immediate supervisor and render a decision which shall be binding.

5. Promotions:

Upon promotion, an employee shall at least receive the amount of their next scheduled step raise in the new job group. If such rate does not appear in the Weekly Wage and Salary Plan, they shall be advanced to the next higher rate in the schedule. In no event shall it exceed the maximum for the Job Grade.

6. Call Back Pay:

When full-time employees, except salaried employees, are requested to return to work after completing their normal day's work, and work less than four (4) hours upon their return, they shall be compensated for no less than four (4) hours.

7. Salaried Overtime:

Salaried employees may be granted overtime subject to prior approval of the Town Manager and within budgetary constraints.

8. Regular Part-time Employees:

- a. Regular part-time employees shall be hired at the hourly rate of the minimum step of the designated classification. Exceptions require Personnel Wage Board approval.
- b. A regular part-time employee is eligible for advancement in the salary plan when that person has completed fifty two (52) weeks of employment, and it is recommended by the department head.

9. Part-time Employees:

- a. Part-time employees shall be hired according to the Personnel Wage By-laws classifications, job grades and step rates.
- b. A part-time employee is eligible for advancement in the salary plan when that person has worked the equivalent of at least 1820 hours, but not more than 2080 hours, based on hours worked code in Table I. Step increases will continue until the employee has reached the top step in his/her job grade.

10. Seasonal Employees:

- a. Seasonal employees shall be hired in a range from the prevailing minimum wage up to the minimum rate for that classification.
- b. For Recreation and Waterfront positions, see Wage Scale, Table III.

11. Probationary Period:

- a. Unsatisfactory performance during the six (6) month probationary period is cause for return to the previous job classification.
- b. An employee may elect to return to the previous position during the six (6) month probationary period.
- c. A new hire can be separated during the six (6) month probationary period.

D. Mandatory Employee Appraisal Process

The performance appraisal and review process is the ongoing evaluation of each individual's contribution to the Town and communication of that evaluation to the person involved. Such evaluations are made for a variety of purposes: to determine the need for training, select people for promotion, make judgments about the need for discipline and to make decisions about pay increases.

The performance appraisal provides management with a unique opportunity to communicate with the employee his/her own accountabilities and achievements.

The Town of Foxborough will use a performance appraisal form that is centered around the major functions of the job rather than minute tasks or personality traits.

The key to make the performance appraisals effective, is for the department head to meet with each employee at least one month prior to the employee's anniversary date to discuss the employee's performance and to agree on his/her goals and objectives for the coming year. Once agreement is reached, the department head has a responsibility to monitor progress during the year making sure the employee is on track and to coach and assist the employee in achieving his/her goals. Copies of these appraisals will be kept on file with the Town Manager.

Step increases within the established pay rate are NOT automatic. Certification that the employee has performed at a satisfactory level of competence will be required from the department head. Such certification should be forwarded to the Personnel Administrator (Town Manager) prior to the effective date of the step increase.

TABLE I

POINT ASSIGNED TO FACTOR DEGREES

<u>Factors</u>	<u>1st Degree</u>	<u>2nd Degree</u>	<u>3rd Degree</u>	<u>4th Degree</u>	<u>5th Degree</u>	<u>6th Degree</u>	<u>7th Degree</u>
<u>Job Physical Environment</u>							
1. Physical Environment	5	10	15	20	25		
<u>Requisite Capabilities</u>							
2. Knowledge, Training, Education	15	30	45	60	75	100	
3. Problem Solving Skills & Effort	5	10	18	26	34	42	50
4. Physical Skills and Effort	10	20	30	40	50		
5. Experience	5	10	20	40	60	80	100
<u>Job Characteristic</u>							
6. Interactions with Other/	5	10	15	20	40	55	

Customer Service					
7. Confidentiality	5	10	15	20	25
8. Occupational Risks	5	10	15	20	25
9. Complexity	5	10	15	20	25

Supervisory Relationships

10. Supervision Received	5	10	20	30	40	60	
11. Supervision Given	0	5	10	20	40	60	80
12. Supervision Scope	5	10	20	40	60	80	100

Responsibility

13. Judgment and Initiative	15	30	45	60	75	90	105
14. Accountability	5	10	20	30	40	60	80

CODE: HOURS WORKED
C - 35 hours
F - 40 hours
S - Salaried - 40 hours
P - Part-time - hours to be set by
Personnel Wage Board

TABLE II

CLASSIFICATION PLAN

Grade 1

Friendly Visitor

Grade 2

Building Custodian
Van Driver – Council on Aging

Grade 3

Building Maintenance Worker
Dispatcher
Outreach Worker
Principal Account Clerk I
Program Coordinator – Council on Aging
Senior Clerk – Elections

Grade 4

Administrative Secretary
Principal Account Clerk II
Principal Account Clerk II/Accounts Payable

Supervisory Dispatcher
Recreation Coordinator

Grade 5

Animal Control Officer
Assistant Assessor
Assistant Town Clerk
Department Coordinator
Financial Analyst/Projects Manager
Executive Secretary to the Board of Selectmen

Grade 6

Assistant Treasurer/Collector
Assistant Health Agent/Sanitarian

Grade 7

Community Case Worker
Local Building Inspector
Public Works Supervisor
Veterans Services Director
Water/Sewer Construction Manager

Grade 8

Assistant Town Accountant
Assistant Water/Sewer Operations Manager
Conservation Agent/Manager
Executive Assistant to the Town Manager
Recreation Director

Grade 9

Chief Assessor
Council on Aging/Human Services Director
Health Director
Town Clerk *
Treasurer/Collector

Grade 10

Building Commissioner
Highway Operations Manager
Library Director
Police Lieutenant - Administrative
Police Lieutenant - Operations
Town Engineer
Town Planner
Water/Sewer Operations Manager
Information Services Director

Grade 11

Deputy Fire Chief
Deputy Police Chief
Human Resources Director

Grade 12

No Positions Assigned

Grade 13

Fire Chief*
Finance Director/Town Accountant*
Police Chief
Public Works Director

Grade 14

Town Manager*

* Contract employee, placed for internal equity and comparison purposes.

TABLE II A

NON-UNION COMPENSATION PLAN - TOWN of FOXBOROUGH, MA - Effective July 1, 2014

2% COLA Full Step % Increment = 2.50 Half Step % Increment = 1.25%

GRADE	STEP 1	STEP 1.5	STEP 2	STEP 2.5	STEP 3	STEP 3.5	STEP 4	STEP 4.5	STEP 5	STEP 5.5	STEP 6	STEP 6.5	STEP 7	STEP 7.5	STEP 8	STEP 8.5	STEP 9	STEP 9.5	STEP 10	
GRADE 1	Hourly	18.35	18.57	18.81	19.04	19.28	19.51	19.76	20.00	20.25	20.50	20.76	21.01	21.28	21.54	21.81	22.08	22.36	22.63	22.91
	BiWeekly (70 hrs)	1,284.50	1,299.90	1,316.70	1,332.80	1,349.60	1,365.70	1,383.20	1,400.00	1,417.50	1,435.00	1,453.20	1,470.70	1,489.60	1,507.80	1,526.70	1,545.60	1,565.20	1,584.10	1,603.70
	BiWeekly (80 hrs)	1,468.00	1,485.60	1,504.80	1,523.20	1,542.40	1,560.80	1,580.80	1,600.00	1,620.00	1,640.00	1,660.80	1,680.80	1,702.40	1,723.20	1,744.80	1,766.40	1,788.80	1,810.40	1,832.80
	Annual (1820 hrs)	33,397.00	33,797.40	34,234.20	34,652.80	35,089.60	35,508.20	35,963.20	36,400.00	36,855.00	37,310.00	37,783.20	38,238.20	38,729.60	39,202.80	39,694.20	40,185.60	40,695.20	41,186.60	41,696.20
	Annual (2080 hrs)	38,168.00	38,625.60	39,124.80	39,603.20	40,102.40	40,580.80	41,100.80	41,600.00	42,120.00	42,640.00	43,180.80	43,700.80	44,262.40	44,803.20	45,364.80	45,926.40	46,508.80	47,070.40	47,652.80
GRADE 2	Hourly	19.27	19.51	19.75	19.99	20.24	20.49	20.75	21.00	21.27	21.52	21.80	22.07	22.34	22.61	22.90	23.17	23.47	23.76	24.05
	BiWeekly (70 hrs)	1,348.90	1,365.70	1,382.50	1,399.30	1,416.80	1,434.30	1,452.50	1,470.00	1,488.90	1,506.40	1,526.00	1,544.90	1,563.80	1,582.70	1,603.00	1,621.90	1,642.90	1,663.20	1,683.50
	BiWeekly (80 hrs)	1,541.60	1,560.80	1,580.00	1,599.20	1,619.20	1,639.20	1,660.00	1,680.00	1,701.60	1,721.60	1,744.00	1,765.60	1,787.20	1,808.80	1,832.00	1,856.00	1,877.60	1,900.80	1,924.00
	Annual (1820 hrs)	35,071.40	35,508.20	35,945.00	36,381.80	36,836.80	37,291.80	37,765.00	38,220.00	38,711.40	39,166.40	39,676.00	40,167.40	40,658.80	41,150.20	41,678.00	42,169.40	42,715.40	43,243.20	43,771.00
	Annual (2080 hrs)	40,081.60	40,580.80	41,080.00	41,579.20	42,099.20	42,619.20	43,160.00	43,680.00	44,241.60	44,761.60	45,344.00	45,905.60	46,467.20	47,028.80	47,632.00	48,193.60	48,817.60	49,420.80	50,024.00
GRADE 3	Hourly	21.59	21.86	22.13	22.41	22.68	22.97	23.26	23.54	23.83	24.12	24.42	24.72	25.03	25.35	25.65	25.98	26.31	26.63	26.96
	BiWeekly (70 hrs)	1,511.30	1,530.20	1,549.10	1,568.70	1,587.60	1,607.90	1,628.20	1,647.80	1,668.10	1,688.40	1,709.40	1,730.40	1,752.10	1,774.50	1,795.50	1,818.60	1,841.70	1,864.10	1,887.20
	BiWeekly (80 hrs)	1,727.20	1,748.80	1,770.40	1,792.80	1,814.40	1,837.60	1,860.80	1,883.20	1,906.40	1,929.60	1,953.60	1,977.60	2,002.40	2,028.00	2,052.00	2,078.40	2,104.80	2,130.40	2,156.80
	Annual (1820 hrs)	39,293.80	39,785.20	40,276.60	40,786.20	41,277.60	41,805.40	42,333.20	42,842.80	43,370.60	43,898.40	44,444.40	44,990.40	45,554.60	46,137.00	46,683.00	47,283.60	47,884.20	48,466.60	49,067.20
	Annual (2080 hrs)	44,907.20	45,468.80	46,030.40	46,612.80	47,174.40	47,777.60	48,380.80	48,963.20	49,566.40	50,169.60	50,793.60	51,417.60	52,062.40	52,728.00	53,352.00	54,038.40	54,724.80	55,390.40	56,076.80
GRADE 4	Hourly	23.75	24.04	24.34	24.64	24.94	25.26	25.56	25.89	26.21	26.54	26.87	27.20	27.54	27.88	28.22	28.58	28.93	29.29	29.66
	BiWeekly (70 hrs)	1,662.50	1,682.80	1,703.80	1,724.80	1,745.80	1,768.20	1,789.20	1,812.30	1,834.70	1,857.80	1,880.90	1,904.00	1,927.80	1,951.60	1,975.40	2,000.60	2,025.10	2,050.30	2,076.20
	BiWeekly (80 hrs)	1,900.00	1,923.20	1,947.20	1,971.20	1,995.20	2,020.80	2,044.80	2,071.20	2,096.80	2,123.20	2,149.60	2,176.00	2,203.20	2,230.40	2,257.60	2,286.40	2,314.40	2,343.20	2,372.80
	Annual (1820 hrs)	43,225.00	43,752.80	44,298.80	44,844.80	45,390.80	45,973.20	46,519.20	47,119.80	47,702.00	48,302.80	48,903.40	49,504.00	50,122.80	50,741.60	51,360.40	52,015.60	52,652.60	53,307.80	53,981.20
	Annual (2080 hrs)	49,400.00	50,003.20	50,627.20	51,251.20	51,875.20	52,540.80	53,164.80	53,851.20	54,516.80	55,203.20	55,889.60	56,576.00	57,283.20	57,990.40	58,697.60	59,446.40	60,174.40	60,923.20	61,692.80
GRADE 5	Hourly	25.63	25.95	26.29	26.60	26.94	27.27	27.61	27.94	28.29	28.64	29.00	29.37	29.72	30.09	30.47	30.84	31.22	31.61	32.01
	BiWeekly (70 hrs)	1,794.10	1,816.50	1,840.30	1,862.00	1,885.80	1,908.90	1,932.70	1,955.80	1,980.30	2,004.80	2,030.00	2,055.90	2,080.40	2,106.30	2,132.90	2,158.80	2,185.40	2,212.70	2,240.70
	BiWeekly (80 hrs)	2,050.40	2,076.00	2,103.20	2,128.00	2,155.20	2,181.60	2,208.80	2,235.20	2,263.20	2,291.20	2,320.00	2,349.60	2,377.60	2,407.20	2,437.60	2,467.20	2,497.60	2,528.80	2,560.80
	Annual (1820 hrs)	46,646.60	47,229.00	47,847.80	48,412.00	49,030.80	49,631.40	50,250.20	50,850.80	51,487.80	52,124.80	52,780.00	53,453.40	54,090.40	54,763.80	55,455.40	56,128.80	56,820.40	57,530.20	58,258.20
	Annual (2080 hrs)	53,310.40	53,976.00	54,683.20	55,328.00	56,035.20	56,721.60	57,428.80	58,115.20	58,843.20	59,571.20	60,320.00	61,089.60	61,817.60	62,587.20	63,377.60	64,147.20	64,937.60	65,748.80	66,580.80
GRADE 6	Hourly	27.68	28.03	28.38	28.73	29.09	29.46	29.81	30.18	30.58	30.96	31.33	31.71	32.12	32.51	32.92	33.32	33.74	34.16	34.59
	BiWeekly (70 hrs)	1,937.60	1,962.10	1,986.60	2,011.10	2,036.30	2,062.20	2,087.70	2,112.60	2,140.60	2,167.20	2,193.10	2,219.70	2,248.40	2,275.70	2,304.40	2,332.40	2,361.80	2,391.20	2,421.30
	BiWeekly (80 hrs)	2,214.40	2,242.40	2,270.40	2,298.40	2,327.20	2,356.80	2,384.80	2,414.40	2,446.40	2,476.80	2,506.40	2,536.80	2,569.60	2,600.80	2,633.60	2,665.60	2,699.20	2,732.80	2,767.20
	Annual (1820 hrs)	50,377.60	51,014.60	51,651.60	52,288.60	52,943.80	53,617.20	54,254.20	54,927.60	55,655.60	56,347.20	57,020.60	57,712.20	58,458.40	59,168.20	59,914.40	60,642.40	61,406.80	62,171.20	62,953.80
	Annual (2080 hrs)	57,574.40	58,302.40	59,030.40	59,758.40	60,507.20	61,276.80	62,004.80	62,774.40	63,606.40	64,396.80	65,166.40	65,956.80	66,809.60	67,620.80	68,473.60	69,305.60	70,179.20	71,052.80	71,947.20
GRADE 7	Hourly	30.17	30.55	30.93	31.30	31.70	32.09	32.49	32.90	33.29	33.70	34.13	34.56	34.98	35.40	35.85	36.30	36.75	37.19	37.66
	BiWeekly (70 hrs)	2,111.90	2,138.50	2,165.10	2,191.00	2,219.00	2,246.30	2,274.30	2,303.00	2,330.30	2,359.00	2,389.10	2,419.20	2,448.60	2,478.00	2,509.50	2,541.00	2,572.50	2,603.30	2,636.20
	BiWeekly (80 hrs)	2,413.60	2,444.00	2,474.40	2,504.00	2,536.00	2,567.20	2,599.20	2,632.00	2,663.20	2,696.00	2,730.40	2,764.80	2,798.40	2,832.00	2,868.00	2,904.00	2,940.00	2,975.20	3,012.80
	Annual (1820 hrs)	54,909.40	55,601.00	56,292.60	56,966.00	57,694.00	58,403.80	59,131.80	59,878.00	60,587.80	61,334.00	62,116.60	62,899.20	63,663.60	64,442.00	65,247.00	66,066.00	66,885.00	67,685.80	68,541.20
	Annual (2080 hrs)	62,753.60	63,544.00	64,334.40	65,104.00	65,956.00	66,747.20	67,579.20	68,432.00	69,243.20	70,096.00	70,990.40	71,884.80	72,758.40	73,632.00	74,568.00	75,504.00	76,440.00	77,355.20	78,332.80
GRADE 8	Hourly	32.88	33.29	33.71	34.12	34.56	34.98	35.41	35.85	36.30	36.74	37.21	37.68	38.17	38.61	39.09	39.57	40.07	40.56	41.07
	BiWeekly (70 hrs)	2,301.60	2,330.30	2,359.70	2,388.40	2,419.20	2,448.60	2,478.70	2,509.50	2,541.00	2,571.80	2,604.70	2,637.60	2,670.70	2,703.30	2,736.90	2,769.90	2,804.90	2,839.20	2,874.90
	BiWeekly (80 hrs)	2,630.40	2,663.20	2,696.80	2,729.60	2,764.80	2,798.40	2,832.80	2,868.00	2,904.00	2,939.20	2,976.80	3,014.40	3,052.00	3,088.80	3,127.20	3,165.60	3,205.60	3,244.80	3,285.60
	Annual (1820 hrs)																			

TABLE II A

NON-UNION COMPENSATION PLAN - TOWN of FOXBOROUGH, MA - Effective July 1, 2014
 2% COLA Full Step % Increment = 2.50 Half Step % Increment = 1.25%

GRADE	STEP 1	STEP 1.5	STEP 2	STEP 2.5	STEP 3	STEP 3.5	STEP 4	STEP 4.5	STEP 5	STEP 5.5	STEP 6	STEP 6.5	STEP 7	STEP 7.5	STEP 8	STEP 8.5	STEP 9	STEP 9.5	STEP 10
GRADE 10																			
Hourly	42.37	42.90	43.43	43.96	44.51	45.06	45.62	46.19	46.77	47.35	47.93	48.53	49.13	49.75	50.36	50.98	51.61	52.25	52.91
BiWeekly (70 hrs)	2,965.90	3,003.00	3,040.10	3,077.20	3,115.70	3,154.20	3,193.40	3,233.30	3,273.90	3,314.50	3,355.10	3,397.10	3,439.10	3,482.50	3,525.20	3,568.60	3,612.70	3,657.50	3,703.70
BiWeekly (80 hrs)	3,389.60	3,432.00	3,474.40	3,516.80	3,560.80	3,604.80	3,649.60	3,695.20	3,741.60	3,788.00	3,834.40	3,882.40	3,930.40	3,980.00	4,028.80	4,078.40	4,128.80	4,180.00	4,232.80
Annual (1820 hrs)	77,113.40	78,078.00	79,042.60	80,007.20	81,008.20	82,009.20	83,028.40	84,065.80	85,121.40	86,177.00	87,232.60	88,324.60	89,415.60	90,545.20	91,655.20	92,783.60	93,930.20	95,095.00	96,296.20
Annual (2080 hrs)	88,119.60	89,232.00	90,334.40	91,436.80	92,580.80	93,724.80	94,889.60	96,075.20	97,281.60	98,488.00	99,694.40	100,942.40	102,190.40	103,480.00	104,748.80	106,038.40	107,348.80	108,680.00	110,052.80
GRADE 11																			
Hourly	45.76	46.33	46.90	47.48	48.07	48.67	49.28	49.89	50.51	51.13	51.78	52.42	53.07	53.72	54.40	55.07	55.75	56.45	57.15
BiWeekly (70 hrs)	3,203.20	3,243.10	3,283.00	3,323.60	3,364.90	3,406.90	3,449.60	3,493.30	3,535.70	3,579.10	3,624.60	3,669.40	3,714.90	3,760.40	3,808.00	3,854.90	3,902.50	3,951.50	4,000.50
BiWeekly (80 hrs)	3,660.80	3,706.40	3,752.00	3,798.40	3,845.60	3,893.60	3,942.40	3,991.20	4,040.80	4,090.40	4,142.40	4,193.60	4,245.60	4,297.60	4,352.00	4,405.60	4,460.00	4,516.00	4,572.00
Annual (1820 hrs)	83,283.20	84,320.60	85,358.00	86,413.60	87,487.40	88,579.40	89,689.60	90,799.80	91,928.20	93,056.60	94,239.60	95,404.40	96,587.40	97,770.40	99,008.00	100,227.40	101,465.00	102,739.00	104,013.00
Annual (2080 hrs)	95,180.80	96,366.40	97,552.00	98,758.40	99,985.60	101,233.60	102,502.40	103,771.20	105,060.80	106,350.40	107,702.40	109,033.60	110,385.60	111,737.60	113,152.00	114,545.60	115,960.00	117,416.00	118,872.00
GRADE 12																			
Hourly	51.24	51.88	52.53	53.17	53.85	54.51	55.19	55.87	56.58	57.26	58.00	58.70	59.45	60.17	60.92	61.67	62.44	63.21	64.01
BiWeekly (70 hrs)	3,586.80	3,631.60	3,677.10	3,721.90	3,769.50	3,815.70	3,863.30	3,910.90	3,960.60	4,008.20	4,060.00	4,109.00	4,161.50	4,211.90	4,264.40	4,316.90	4,370.80	4,424.70	4,480.70
BiWeekly (80 hrs)	4,099.20	4,150.40	4,202.40	4,253.60	4,308.00	4,360.80	4,415.20	4,469.60	4,526.40	4,580.80	4,640.00	4,696.00	4,756.00	4,813.60	4,873.60	4,933.60	4,995.20	5,056.80	5,120.80
Annual (1820 hrs)	93,256.80	94,421.60	95,604.60	96,769.40	98,007.00	99,208.20	100,445.80	101,683.40	102,975.60	104,213.20	105,560.00	106,834.00	108,199.00	109,509.40	110,874.40	112,239.40	113,640.80	125,015.80	126,544.60
Annual (2080 hrs)	106,579.20	107,910.40	109,262.40	110,593.60	112,008.00	113,380.80	114,795.20	116,209.60	117,686.40	119,100.80	120,640.00	122,096.00	123,656.00	125,153.60	126,713.60	128,273.60	129,875.20	131,476.80	133,140.80
GRADE 13																			
Hourly	56.38	57.08	57.78	58.50	59.23	59.97	60.71	61.47	62.23	63.00	63.79	64.57	65.38	66.18	67.01	67.84	68.69	69.53	70.40
BiWeekly (70 hrs)	3,946.60	3,995.60	4,044.60	4,095.00	4,145.10	4,197.90	4,249.70	4,302.90	4,356.10	4,410.00	4,465.30	4,519.90	4,576.60	4,632.60	4,690.70	4,748.80	4,808.30	4,867.10	4,928.00
BiWeekly (80 hrs)	4,510.40	4,566.40	4,622.40	4,680.00	4,738.40	4,797.60	4,856.80	4,917.60	4,978.40	5,040.00	5,103.20	5,165.60	5,230.40	5,294.40	5,360.80	5,427.20	5,495.20	5,562.40	5,632.00
Annual (1820 hrs)	102,611.60	103,885.60	105,159.60	106,470.00	107,798.60	109,145.40	110,492.20	111,875.40	113,258.60	114,660.00	116,097.80	117,517.40	118,991.60	120,447.60	121,958.20	123,468.80	125,015.80	126,544.60	128,128.00
Annual (2080 hrs)	117,270.40	118,726.40	120,182.40	121,680.00	123,198.40	124,737.60	126,276.80	127,857.60	129,438.40	131,040.00	132,683.20	134,305.60	135,990.40	137,654.40	139,380.80	141,107.20	142,875.20	144,622.40	146,432.00
GRADE 14																			
Hourly	62.02	62.79	63.57	64.36	65.16	65.97	66.80	67.63	68.47	69.32	70.19	71.05	71.94	72.83	73.75	74.65	75.59	76.52	77.48
BiWeekly (70 hrs)	4,341.40	4,395.30	4,449.90	4,505.20	4,561.20	4,617.90	4,676.00	4,734.10	4,792.90	4,852.40	4,913.30	4,973.50	5,035.80	5,098.10	5,162.50	5,225.50	5,291.30	5,356.40	5,423.60
BiWeekly (80 hrs)	4,961.60	5,023.20	5,085.60	5,148.80	5,212.80	5,277.60	5,344.00	5,410.40	5,477.60	5,545.60	5,615.20	5,684.00	5,755.20	5,826.40	5,900.00	5,972.00	6,047.20	6,121.60	6,198.40
Annual (1820 hrs)	112,876.40	114,277.80	115,697.40	117,135.20	118,591.20	120,065.40	121,576.00	123,086.60	124,615.40	126,162.40	127,745.80	129,311.00	130,930.80	132,550.60	134,225.00	135,863.00	137,573.80	139,266.40	141,013.60
Annual (2080 hrs)	129,001.60	130,603.20	132,225.60	133,868.80	135,532.80	137,217.60	138,944.00	140,670.40	142,417.60	144,185.60	145,995.20	147,784.00	149,635.20	151,486.40	153,400.00	155,272.00	157,227.20	159,161.60	161,158.40

TABLE II B

**LIBRARY PAGE AND STUDENT OFFICER (LSO) PAY PLAN
TOWN OF FOXBOROUGH, MA – Effective July 1, 2014 2% COLA**

<u>Grade</u>	<u>Step 1 Step 6</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
LSO 1	9.52	10.09	10.71	11.34	12.03	12.75
LSO 2	10.24	10.85	11.51	12.20	12.93	13.71
LSO 3	11.77	12.47	13.22	14.03	14.87	15.75
LSO 4	14.48	15.35	16.27	17.23	18.27	19.36

TABLE III (FY2015)

**RECREATION & WATERFRONT POSITIONS
HOURLY WAGE AND SALARY PLAN**

Effective July 1, 2014 2% COLA

<u>JOB TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Program Coordinator	12.64	13.69	14.69	15.72
Playground Supervisor	12.64	13.69	14.69	15.72
Head Counselor	12.64	13.69	14.69	15.72
Head Counselor	11.15	11.87	12.59	13.32
Lifeguard	11.15	11.87	12.59	13.32
Water Safety Instructor	11.15	11.87	12.59	13.32
Recreation Leader	10.33	10.78	11.25	11.83

Waterfront Activities Leader	10.33	10.78	11.25	11.83
Water Safety Aide	9.66	10.06	10.48	11.06
Waterfront Office Assistant	9.66	10.06	10.48	11.06
Recreation Assistant	8.76	9.24	9.72	10.21
(SBP) Recreation Assistant	8.76	9.24	9.72	10.21
Maintenance Helper	8.76	9.24	9.72	10.21

TABLE IV MATRONS

Part-time Matron	\$13.80 per hour
Stipend Matron	\$15.23 (weekly stipend)

Not considered part of base salary. Not subject to overtime.
Not to be used in determining hourly rate of position.

TABLE V PART-TIME INSPECTORS

Animal Inspector	\$1,038.53 Annually
Electrical Inspector	65% of Permit Fees 100% of Re-Inspection Fees
Plumbing & Gas Inspector	65% of Permit Fees 100% of Re-Inspection Fees
Sealers of Weights & Measures	65% of Permit Fees 100% of Re-Inspection Fees

TABLE VI ASSISTANT INSPECTORS

Electrical Inspector	65% of Inspection Fees 100% of Re-Inspection Fees
Plumbing & Gas Inspector	65% of Inspection Fees 100% of Re-Inspection Fees

Sealers of Weights & Measures 65% of Inspection Fees
100% of Re-Inspection Fees

When a Part-time Inspector obtains a permit to perform his/her own work within the Town, the Assistant Inspector performing the inspection will receive 65% of the permit fees for said inspection.

ARTICLE IV **REDUCTION IN FORCE (RIF)**

- A. In the event that, for reasons of economy, it becomes necessary for the Town of Foxborough to reduce the number of employees under the Revised Consolidated By-Law, the Town of Foxborough, in determining which of its employees are to be terminated, will take into consideration the qualifications of such employees, the quality of their past performance and their seniority as employees of the Town of Foxborough. Where, in the opinion of the appointing authority, the qualifications and quality of performance of employees are substantially equal, employees will be terminated in the order of reverse seniority as employees of the department.
- B. Employees, whose employment is so terminated, will be considered for reemployment by the Town in the inverse order of their termination during a period of one (1) year from the effective date of their termination, if they inform the appointing authority in writing of their desire to be considered.
- C. An employee who is re-employed by the Town within said one (1) year period after termination under the provisions of this Article, shall have restored the unused sick leave accumulated at the time of termination. Years of service will remain uninterrupted for longevity pay purposes.
- D. An employee whose employment date with the Town is the same day as another employee shall be terminated on the basis of a lottery drawn by the Personnel Wage Board.
- E. Employees whose employment is to be so terminated will be notified in writing of such termination no later than May thirty-first of the work year (fiscal year) at the end of which their employment is to be terminated.
- F. Upon termination of employment with the Town of Foxborough group health benefits will terminate. However, under COBRA, the employee is entitled to choose continuation of coverage under the group policy. COBRA coverage can last from 18 to 36 months, depending on various factors. If you were involuntarily terminated on or after September 1, 2008 or had your hours reduced on or after September 1, 2008 and then were involuntarily terminated after March 2, 2010 and you are not eligible for other health coverage (such as a spouse's health plan or Medicare), then you may be

eligible for a 65 percent reduction of your COBRA premium for up to fifteen months. Further information and forms can be obtained from the Town Treasurer's office.

ARTICLE V **JOB POSTING AND BIDDING**

When a position covered by this By-Law becomes vacant, such a vacancy shall be posted for a period of five (5) working days in each Town building listing the pay, duties and qualifications. Said posting shall also be in compliance with the Town's Affirmative Action Plan. The appointing authority will award the position to the most qualified applicant.

ARTICLE VI **GRIEVANCES AND APPEALS** **APPEALS PROCEDURE**

A. First Step:

Any employee who believes that they have received inequitable treatment because of some condition of their employment may appeal for relief from that condition within thirty (30) days. Pending the grievance, the employee must discuss it initially with their direct supervisor. Then, if the matter is not settled, the employee should submit said grievance in writing within seven (7) days. A written response to the grievance is required within seven (7) days from the appropriate authority.

B. Second Step:

If an employee feels that they have a grievance that has not been satisfactorily resolved by the appropriate authority, they shall then present the grievance in writing to the Personnel Administrator. The Personnel Administrator shall make every effort to resolve the grievance in question. If a satisfactory settlement cannot be reached within seven (7) days of first notice of the grievance to the Personnel Administrator, then the Personnel Administrator shall give a written decision to the employee within the subsequent seven (7) days.

C. Third Step:

If the employee feels that their grievance is still unresolved, he/she may appeal to the Personnel Wage Board within fourteen (14) days after receiving the decision of the Personnel Administrator. The Personnel Wage Board may require a written statement from the aggrieved employee in such form and containing such information as they may require. The Personnel Wage Board shall hear and act upon the grievance within twenty-one (21) days of its being presented to them.

ARTICLE VII **DISCIPLINARY ACTION**

While the Town recognizes that all of its employees are professionals with the highest possible standards, there are times when it is necessary to discipline individual employees. The Town believes that discipline should be used only in the most serious of incidents and with the utmost concern for the individual involved. Therefore, the following disciplinary program has been established:

Disciplinary action may be taken against any employee for violations of the Personnel By-Law and failure to perform the duties of the position to which they are assigned. In the event that the supervisor initiates disciplinary action, it shall become a part of the personnel file. It can be the basis of a deferred salary increase, suspension and/or termination.

The disciplinary procedure is as follows:

- Step 1 The supervisor will give the employee an oral warning and will also note this in the personnel file, with a thirty (30) day requirement for improvement. The supervisor will meet with the employee prior to completion of 30 days to review progress.
- Step 2 If the problem has not been corrected within thirty (30) days, the supervisor will issue a written warning to the employee and a copy will be placed in the personnel file.
- Step 3 For the next infraction, the employee will be suspended for two (2) days without pay.
- Step 4 The next infraction will result in termination of employment.

At any step of the disciplinary procedure, an employee may, at his/her discretion, appeal to the Personnel Wage Board.

The disciplinary procedure will be by-passed for, but not limited to, the following: insubordination, theft of Town or another employee's property, falsification of time records, drunkenness on the job, use of an illegal substance on the job, fighting while on the job and disclosure of confidential matters.

After a three (3) year period of time from the disciplinary process, if there have been no disciplinary actions, the disciplinary process shall be removed from the file.

At any step of the disciplinary procedure, an employee may, at his/her discretion, file a grievance in accordance with Article VI.

ARTICLE VIII **SAFETY POLICY**

A. Policy:

It is the policy of the Town of Foxborough to provide and maintain safe and healthful working conditions, to follow operating practices that will safeguard all employees and result in safe working conditions and efficient operation.

B. Scope:

Safety is both a preventive and corrective function and it applies to all employees of the Town of Foxborough.

C. Purpose:

To establish areas of responsibility for enforcing the Safety Policy, for safe working conditions, and safe work practices, including wearing and/or using safety clothing and equipment.

D. Procedures:

1. All employees who are furnished safety equipment and/or clothing by the Town will be required to wear such safety equipment at all times while doing the work for which the equipment is furnished. The safety gloves, aprons, helmets, hardhats, goggles, face shields, vests, ear protection, etc. provided by the Town are designed for the protection of all employees and must be used. There will be no exceptions.
2. Safety equipment furnished by the Town and damaged or worn out in use, will be replaced, provided the worn or damaged equipment is turned in when the new equipment is issued and provided there is no evidence of abuse. If the equipment shows evidence of abuse, the employee will be responsible for replacing the equipment.

E. Responsibilities – Department Head:

The Department Head is responsible for the Safety Program in his/her department. It is his/her responsibility to:

1. Investigate all injuries and property damage losses and determine the application of appropriate corrective action whenever he/she detects an infraction of good safety practices. The Department Head shall have the undisputed jurisdiction of safety of all work sites.
The Department Head shall have both the obligation and responsibility to enforce all safety procedures and bring to the attention of all supervisory

personnel that the aforementioned shall be complied with; there shall be no deviation from the standard safety practices and procedures.

The Department Head shall take appropriate action with regard to safety violations. If for some reason the appropriate action is not taken, the Department Head shall notify the Town Manager for proper dispensation of the violation.

2. Implement safety training programs and workshops for both supervisory and non-supervisory personnel.

F. Responsibilities - Supervisor:

1. Indoctrinate all personnel in his area of responsibility in established health and safety rules, operating procedures and practices, in the need to fulfill their obligations for compliance with procedures defined by the Town.
2. Enforce all established health and safety rules, operating procedures and practices in his area of responsibility.
3. It is the responsibility of all supervisors to assure the need, availability and utilization of appropriate protective clothing and equipment when performing any hazardous operation. All supervisors will:
 - a. Take appropriate corrective action whenever he/she detects an infraction of good safety practices, unsafe behavior or failure to use safety clothing or equipment by employees.
 - b. Investigate accidents and/or injuries and report to his/her department head so that appropriate corrective action may be taken.
 - c. Investigate assigned work sites prior to the start of a project to ensure that the necessary safety equipment is at the site.

G. Responsibilities - Employee:

Each employee is required to:

1. Observe established health and safety rules, operating procedures and practices in the performance of his/her work.
2. Identify and report to appropriate management any unsafe areas, conditions and/or safety problems.
3. Be continually aware of the need for safety.

H. Enforcement of Safety Policy and Procedure:

1. It is the sole responsibility of each employee to wear safety clothing and equipment that has been provided for them by the Town. Failure to comply with these regulations by any employee shall result in the following disciplinary actions. The record of disciplinary action will be maintained for a one (1) year period in the employee's personnel folder, beginning with the date of the first offense.

First Offense:

Written warning - The written warning to be issued no later than the next working day the employee is at work and a copy placed in his/her personnel file.

The employee is to obtain the safety clothing or equipment and return to work.

Second Offense:

Written warning - The written warning to be issued no later than the next working day the employee is at work and a copy placed in his/her personnel file.

The employee is to obtain the safety clothing or equipment and return to work. The loss of pay for the time they are not at work to be determined by the supervisor.

Third Offense:

One (1) day suspension without pay.

Fourth Offense:

Five (5) days suspension without pay.

Fifth Offense:

Termination of employment for insubordination.

2. In the event that any employee is aware of a violation in the Safety Policy and Procedures at any level, he or she should report this to the appropriate authority.

ARTICLE IX
PHYSICAL EXAMINATION

Every applicant for permanent appointive employment by the Town shall be certified by a practicing physician, designated by the Town, as to his or her physical fitness to perform the duties of the position to which such applicant seeks appointment and as to any physical condition of the applicant which might adversely affect the insurance coverage of the Town. The Personnel Wage Board may require any applicant for temporary appointive employment by the Town who is to be employed for thirty (30) days or more, or any temporary appointive employee who has been employed by the Town for thirty (30) days and has not been so certified, to be certified by a physician designated by the Town as to his or her physical fitness to do the work required by the Town. The certification required hereunder shall be in such form as said Board shall determine. The cost of any physical examination required by this section shall be paid by the Town and shall be charged to the appropriation of the department in which the position is for which such application was made or temporary employment authorized or shall be charged to such special appropriation as the Town may make for the purpose of this section.

ARTICLE X
PERSONNEL BOARD

A. Membership:

The Board shall consist of five (5) members, four (4) of whom are appointed by the Board of Selectmen for two (2) year terms provided, however, that the initial four (4) appointments by the Board of Selectmen following the adoption of this paragraph shall be as follows: two (2) members shall be appointed for one (1) year terms and two (2) members shall be appointed for two (2) year terms; thereafter, all members appointed by the Board of Selectmen shall be appointed for two (2) year terms. Members may be reappointed for an indefinite number of terms.

One (1) member shall be a member of the Advisory Board and shall represent that Board and be a fifth member.

All members shall be registered voters and residents of the Town during their appointment.

Any vacancy occurring during a member's term of office shall be filled for the remainder of the original appointment.

Any member appointed shall not be an employee of the Town in any status during their appointment.

B. Organization:

The Board shall elect its own officers, who shall consist of a Chairperson and a Clerk.

Meetings shall be held at least quarterly, but may be called by the Chairperson at any time as the need arises. Meetings shall also be held upon the request of an employee, or their representative, in writing.

Three (3) members shall constitute a quorum for the transaction of business of the Committee.

C. Administration:

The Personnel Wage Board, in accordance with the job description for the Town Manager, has designated that the Manager shall discharge the following duties and responsibilities as Personnel Administrator:

1. All personnel matters, within the jurisdiction of the Personnel Wage Board, must be presented to the Personnel Administrator prior to being placed on the agenda for action by the Personnel Wage Board.
2. The Personnel Administrator shall attempt to resolve all such personnel matters prior to placing them on the agenda for action by the Personnel Wage Board.
3. In the event a personnel matter, within the jurisdiction of the Personnel Wage Board, is presented to the Personnel Administrator, the Personnel Administrator shall inform the parties involved of their right to have the matter resolved by the Personnel Wage Board.

D. Authority:

1.
 - a. The Board shall administer the Consolidated Personnel By-Law and adopt rules of procedure for that purpose.
 - b. The Personnel Wage Board shall make available to the public any proposed revisions to the By-Law at least two (2) weeks prior to Town Meeting action on said revision.
2. Reclassifications shall be made by the appointing or administrative authorities with the approval of the Personnel Wage Board.
3. An appointing authority may assign a new employee only for purposes of pay to a rate higher than Step 1 in any case where the employee's prior experience in the work warrants such action and only with the written approval of the Personnel Wage Board. The Board may investigate any request for a higher salary step and confer with the immediate supervisor or department head relative to such employment.

4. The Board shall also function as a Personnel Relations Review Board with the powers defined in Section 21B of Chapter 40 of the General Laws.
5. No employee, having satisfactorily served six (6) months probationary period, shall be removed or lowered in rank without the approval of the Board.
6. The Board shall hold hearings, if necessary, to settle any dispute relative to conditions of employment.
7. The Board shall have the authority to adjust individual employee classifications and wages within the context of the By-Law whenever inequities exist.
8. The Board shall provide sufficient copies of the Personnel By-Law to each department for distribution to each employee. Each department head will provide each new employee with a copy of the By-Law and have one available for reference at all times.
9. The Board shall verify salary rates being paid from the official records of the Town at least twice a year.
10. If qualified applicants are not available because of salary rates, an appointing authority may request approval to hire at a rate above Step 1, but in no event at a rate higher than the salary being paid to the lowest paid employee in that classification and in that department.
11. Any employee's time record is subject to review by the Personnel Wage Board.

E. Collective Bargaining: *

"No elected official shall actively participate in collective bargaining with any of the labor groups seeking to negotiate with the Town. The Board of Selectmen shall instead appoint a management team to represent the Town in all collective bargaining activities. This management team shall consist of five members.

1. One member should be skilled in finance and have a perspective of the total municipal financial situation and possess the ability to analyze the cost of proposals from both management and union sides.
2. One member should represent personnel issues and understand municipal personnel policies and practices.
3. One member should represent the particular operations of the bargaining unit - the department head.
4. One member should know labor law, either the municipal attorney or outside counsel or possibly an Advisory Committee member.

5. One member from the Personnel Board.

They shall be authorized to act on behalf of the Town in collective bargaining matters, in accordance with the provisions of Massachusetts General Laws and the Revised General By-Laws of the Town of Foxborough.

Members shall be appointed for an unspecified length of time.”

*Added by adjournment ATM 5/6/96 - Article 18